

### **REMARKS**

No new matter has been added. Reconsideration and allowance of the current application are requested.

#### **Rejections under § 102**

Claims 1, 2, 5-7, 9-15, and 71-18 are rejected under section 102(e) as allegedly being anticipated by Schroeder et al. (US 2002/0099735, hereinafter "Schroeder").

The present invention is directed to native format tunneling, i.e. a technique for a messaging case in which both a sending application and a receiving application each employ a file format that is native to both applications, but different from a format used by the messaging exchange platform. See paragraph [0047]. This technique conserves large amounts of processing time and other resources that would otherwise have to be used to convert a message from one format to a central exchange format (i.e. XML), and then again converting the message from the message exchange format to the same or different format used by a receiving application. See paragraph [0046].

Accordingly, instead of so many conversions to the message being made, the claimed technique includes receiving a message from a sending application, wrapping the message in a markup language file envelope, and routing the markup language file envelope with the message through the exchange system. Since the message is to be received by a receiving application in the format that is native to the sending application, no conversion of the message is performed other than wrapping it into a markup language file envelope, which enables intelligent and seamless routing through the application integration system.

Schroeder teaches a technique in which inbound data is translated or converted to an XML format, not once, but twice. Such translations, whether performed automatically or selectively, consume large amounts of resources to copy files to a directory, execute conversion processes on the data in the files, and other processes. See Schroeder, paragraphs [0038]-[0040]. Schroeder teaches receiving a data file, converting the data file into a "normalized XML file," and then converting the normalized XML file into an XML format "consistent with one of data

definition files associated with a Receiving Company's desired data format."

Turning now to claim 1, which recites "receiving a message from the sending application, the message having a message format used by the sending application; wrapping the message in a markup language file envelope...". Schroeder fails to teach or suggest wrapping a message in a markup language file envelope. Schroeder, on the other hand, teaches converting a message from its original format into a normalized XML file.

Claim 1 further recites "routing the markup language file envelope with the message through the application integration system; unwrapping the message from the markup language file envelope; and transmitting the message *according to the message format* to the receiving application." (emphasis added). Schroeder fails to teach or suggest unwrapping a message from a markup language file envelope, and then transmitting the message according to its original, native format. Schroeder, on the other hand, teaches converting the normalized XML file into an XML format that is automatically selected or selected on-the-fly by a receiver.

Thus, claim 1 is not anticipated by Schroeder, and an indication to that effect is courteously solicited. Claims 2, 5 and 6 are allowable over Schroeder at least for their dependence, directly or indirectly on an allowable base claim.

Claim 7 recites a step, "if the file format used by the receiving application is substantially identical to a file format used by the sending application, wrapping the message in a markup language file envelope." These limitations in this step are clearly not taught or suggested by Schroeder. Schroeder neither teaches nor suggests the use of a markup language file envelope as recited; instead, Schroeder teaches converting a file into an XML file, i.e. the "normalized XML file." This conversion requires converting the message also into XML.

Further, Schroeder neither teaches or nor suggests the limitation of the use of XML conditioned on "if the file format used by the receiving application is substantially identical to a file format used by the sending application." As discussed above, this is done in order to conserve processing and other resources, so that unnecessary and wasteful conversions from one file format to several other file formats are avoided.

Thus, claim 7 is not anticipated by Schroeder, and an indication to that effect is

courteously solicited. Claims 9-14 are allowable over Schroeder at least for their dependence, directly or indirectly on an allowable base claim.

Claim 15 recites “an inbound adapter connected with the sending application, and configured to determine at least one receiving application for receiving the message, determine a file format used by the receiving application, and *if the file format used by the receiving application is substantially identical to a file format used by the sending application*, wrap the message in a markup language file envelope according to a markup language format used by the application integration system.” (emphasis added). As discussed above with respect to claims 7 and 1, Schroeder does not teach the use of a markup language file envelope, nor as discussed with respect to claim 7, the condition of using the markup language file envelope based on if the file format used by the receiving application is substantially identical to a file format used by the sending application.

Accordingly, claim 15 is not anticipated by Schroeder, and claims 17 and 18 are allowable over Schroeder at least for their dependence, directly or indirectly, on claim 15.

#### Rejections under § 103

Claims 3, 4, 8, and 16 are rejected under section 103(a) as allegedly being unpatentable over Schroeder as applied to claims 1, 7, and 15 above, and further in view of Erickson et al. (US 6,851,089, hereinafter “Erickson”).

First, claims 3, 4, 8, and 16 derive patentability for their dependence, directly or indirectly, on an allowable base claim.

Nevertheless, the rejection is arguably based on Erickson's description of a wrapper serialization component for storage and retrieval of wrappers in XML. However, Erickson goes on to describe the use of wrapper serialization as a way to store and retrieve wrappers using a “wrapper builder application” which deserializes the wrapper to reproduce the objects the wrapper comprises. See Erickson col. 26, lines 21-29. Further, wrappers are generally created by a human author, and tailored to function on a specific format of semistructured information.

Thus, the step of serializing data objects in order to wrap a message (which need not be

semistructured information) in a markup language file envelope, as recited by claim 3 is neither taught nor suggested by the combination of Erickson's wrapper serialization technique for storing wrappers and Schroeder's message conversion and exchange system. Thus, this rejection is also traversed, and a notice to that effect is respectfully requested.


**CONCLUSION**

On the basis of the foregoing amendments, the pending claims are in condition for allowance. It is believed that all of the pending claims have been addressed in this paper. However, failure to address a specific rejection, issue or comment, does not signify agreement with or concession of that rejection, issue or comment. In addition, because the arguments made above are not intended to be exhaustive, there may be reasons for patentability of any or all pending claims (or other claims) that have not been expressed. Finally, nothing in this paper should be construed as an intent to concede any issue with regard to any claim, except as specifically stated in this paper.

No fee is believed to be due, however the Commissioner is hereby authorized to charge any fees that may be due or credit any overpayment of same, to Deposit Account No. 50-0311, Reference No. 34874-062/2003P00267 US. If there are any questions regarding reply, the Examiner is encouraged to contact the undersigned at the telephone number provided below.

Respectfully submitted,

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